

AMENDMENT NO. 1
to JPA 91-112
INTERGOVERNMENTAL AGREEMENT
FOR
STATE ROUTE 210

FILED WITH SECRETARY OF STATE	NO. <u>18286</u>	# <u>01</u>
Date Filed <u>08/08/95</u>		
By <u>Wicki L. Galloway</u> Secretary of State		

THIS FIRST AMENDMENT to the Intergovernmental Agreement relative to ownership

jurisdiction and maintenance responsibility for State Route 210 is entered into this 8 day of August, 1995, by and between the State of Arizona (hereafter "State") and the City of

Tucson (hereafter "City");

WITNESSETH:

WHEREAS, State and City entered into an Intergovernmental Agreement for State Route 210 filed with the Secretary of State on December 20, 1993; and

WHEREAS, State and City wish to amend the Intergovernmental Agreement for State Route 210;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

A. That Item 2 of Exhibit B shall be amended as follows:

2. Routine maintenance of walls, barriers, and/or fences that are constructed upon or that are creating the control of access line, that are accessible from outside of the control of access. Routine maintenance of decorative artwork to be installed by the City on the east side of the westbound ramp inside the control of access.


B. All remaining terms and conditions of the Agreement shall remain in full force and effect for the duration of the Agreement.

CITY OF TUCSON CONTRACT NO. 0148-94

C. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

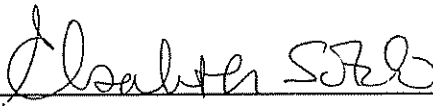
CITY OF TUCSON, a municipal corporation,

By 
GEORGE MILLER
MAYOR

ATTEST:

APPROVED AS TO FORM:

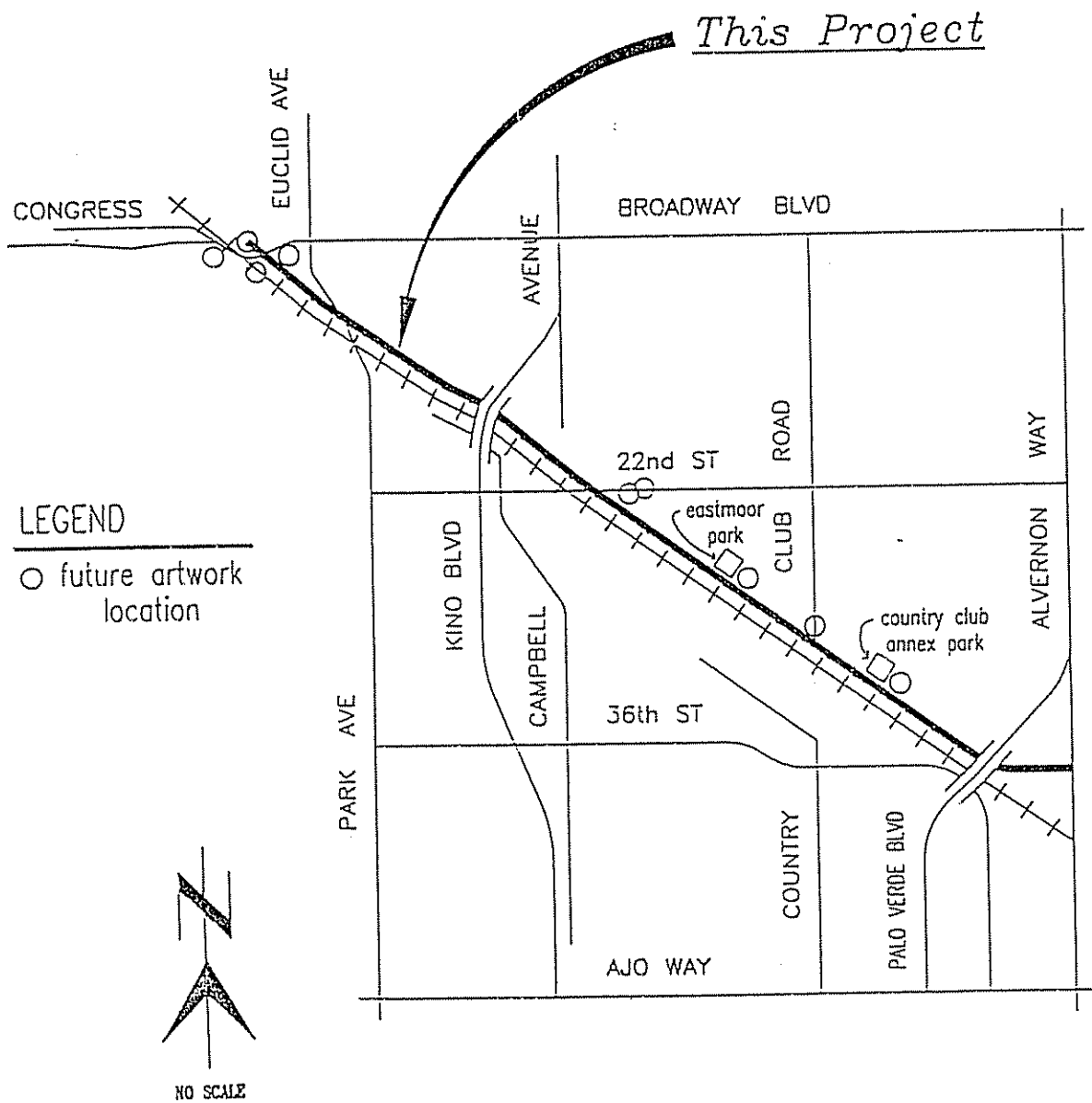
By 
CITY CLERK

By 
CITY ATTORNEY

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By 
PETER L. ENO
CONTRACT ADMINISTRATOR

LOCATION MAP



STATE ROUTE 210
(MACLOVIO BARRAZA - AVIATION PARKWAY)

ADOPTED BY THE
MAYOR AND COUNCIL
JUN 19 1995

RESOLUTION NO. 116936

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUCSON AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION - OWNERSHIP JURISDICTION AND MAINTENANCE RESPONSIBILITY FOR STATE ROUTE 210.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. Amendment No. One to the Intergovernmental Agreement between the City of Tucson and the State of Arizona Department of Transportation for ownership jurisdiction and maintenance responsibility for State Route 210, attached hereto, is approved.

SECTION 2. The Mayor is authorized and directed to execute the said Amendment to the Intergovernmental Agreement and the City Clerk is directed to countersign the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

JPA 91-112

Amendment No. 1

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the attached proposed amendment no. 1 to the above referenced intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF TUCSON and declare this amendment to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24 day of July, 1995.

Charles S. S. S.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1792-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of August, 1995.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8918G/29

A. G. Contract No. KR912826TRD
Tucson File: 0148-94
ECS File: JPA 91-112
Project: State Route 210
Aviation Parkway

NO. 18286
FILED WITH SECRETARY OF STATE
Date Filed 12/20/93

Richard Mahoney
Secretary of State

By Dicky J. Graenewald

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 20 December, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its MAYOR AND CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1, Section 1, Chapter 4
to enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to
enter into this agreement and has authorized the undersigned to
execute this agreement on behalf of the City.

3. The State is constructing State Route 210 (the
Aviation Parkway) which connects Broadway Boulevard and Richey
Boulevard, located within the limits of the City. This
roadway, all within State right-of-way or within the State
Highway system, is a four to six lane controlled access highway
which necessarily includes associated modifications and
improvements to the City's local roadway system, traffic
signals, stormwater drainage facilities, landscaping
improvements and other work, with a total estimated cost of
approximately \$163 million, hereinafter referred to as the
Project. This agreement is to define ownership jurisdiction
and maintenance responsibilities for those certain facilities
associated with or impacted by the overall Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

CITY OF TUCSON
CONTRACT NO. 0148-94

II. SCOPE OF WORK

1. The State will:

a. Be responsible for, and provide to State standards, design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City's review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for resolving all contractor claims.

c. Upon completion, and with the concurrence of the City, approve and accept the Project on behalf of the parties hereto.

d. Upon acceptance of the Project, and upon approval and by resolution of the Transportation Board, transfer ownership and maintenance jurisdiction to the City for those portions of the Project as detailed in Exhibits A through E, which are attached hereto and made a part hereof.

2. The City will:

a. Prior to construction bidding, review the design documents and provide comments.

b. Upon completion and acceptance of the Project, and upon approval and by resolution of the Transportation Board, accept ownership jurisdiction and maintenance responsibility for the portions of the Project as described in Exhibits A through E.

III. MISCELLANEOUS PROVISIONS

1. The date of the acceptance of jurisdiction and maintenance responsibilities by the City for the portions of the Project as described in Exhibits A through E shall be upon approval and by resolution of the Transportation Board, and by mutual agreement of the parties hereto. This agreement shall remain in force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment to this agreement not less than one (1) month prior to the initial or renewed expiration date.

2. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Tucson
City Manager
PO Box 27210
Tucson, AZ 85726-7210

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON


STATE OF ARIZONA

Department of Transportation

By


GEORGE MILLER
Mayor

By


AUGUST V. HARDT
Deputy State Engineer

ATTEST

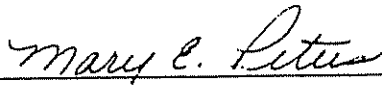
267


Kathleen L. Detrick
City Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of May 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with City of Tucson for the purpose of defining responsibilities for the construction, ownership jurisdiction and maintenance of necessary appurtenant improvements to City utility infrastructure associated with the construction of State Route 210 (the Aviation Parkway).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

DEC 06 1993

RESOLUTION NO. 16490

RELATING TO INTERGOVERNMENTAL AGREEMENTS; REPEALING RESOLUTION NO. 16433 ADOPTED BY THE MAYOR AND COUNCIL ON OCTOBER 4, 1993; AND APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR OWNERSHIP JURISDICTION AND MAINTENANCE RESPONSIBILITY FOR STATE ROUTE 210 (AVIATION PARKWAY).

WHEREAS on October 4, 1993, the Mayor and Council adopted Resolution No. 16433, authorizing execution of an intergovernmental agreement with the State of Arizona Department of Transportation for ownership jurisdiction and maintenance responsibility for State Route 210 (Aviation Parkway); and

WHEREAS the Intergovernmental Agreement has now been modified to exclude one of the previous exhibits;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. Resolution No. 16433 adopted by the Mayor and Council on October 4, 1993, is hereby repealed.

SECTION 2. The Intergovernmental Agreement with the State of Arizona Department of Transportation for ownership jurisdiction and maintenance responsibility for State Route 210 (Aviation Parkway), attached hereto, is approved.

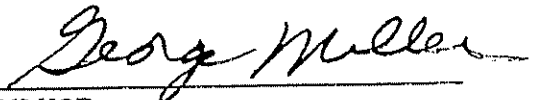
SECTION 3. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed

to attest the same.

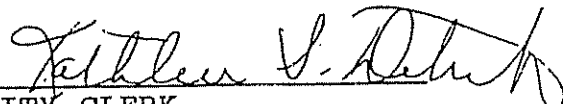
SECTION 4. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 5. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, DEC 06 1993 .


MAYOR

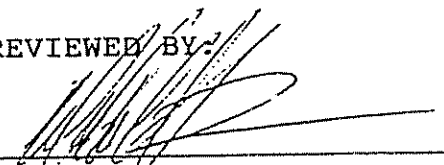
ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

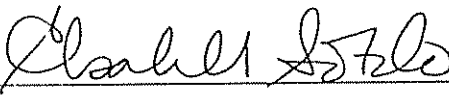

ES/rsj
11/19/93
\\reso\iga-210a.wpp

JPA 91-112

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23 day of Nov, 1993.

_____

City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Storm drain facilities as constructed per the following contracts:

1. 8th Street to 12th Street Drain (a.k.a. Broadway/Euclid Drain):
TRACS No.: 210 PM 000 H2419 01C, Project No.: AZP-824-9-510.
2. Santa Rita Drain: TRACS No.: 210 PM 002 H0923 04C,
Project No.: HBP-824-9-506.
3. Storm Drain; Sta 260+00 to Sta 318+00 TRACS No.: 210 PM 002 H2429 01C,
Project No.: M-824-9-514.
4. Railroad Wash Culvert: TRACS No.: 210 PM 002 H0922 04C, Project No.: HBP-824-9-505.

STATE RESPONSIBILITY

1. The State owns and maintains all facilities located within the Project's control of access, as shown on project plans.
2. The State will require their contractor on subsequent construction contracts to be responsible for any damage caused by him to the existing city storm drain facilities.

CITY RESPONSIBILITY

1. City owns and maintains all facilities located outside of the Project's control of access as shown on project plans.
2. The City will require their contractor on any subsequent construction contracts to be responsible for any damage caused by him to the existing state storm drain facilities.

TIMING

The City will accept maintenance responsibility for the individual storm drain projects shown on project plans and located outside of the control of access, after the State determines that the construction of each drain is complete and the drain (s) are functional and operational.

EXHIBIT B

PROJECT DESCRIPTION

Broadway Traffic Interchange: TRACS No.: 210 PM 001 H2425 01C,
Project No.: M-824-9-513.

STATE RESPONSIBILITY

1. State owns and maintains all facilities located on or within the Project's control of access on Mainline Aviation Parkway (from the connection of entrance/exit ramps at Broadway Boulevard and southeasterly to the Aviation Parkway). These facilities are generally the following, as shown on project plans.
 - A. Drainage facilities.
 - B. Ramp pavement, curbs, gutters, and signage that are part of the main line Aviation Parkway travel lanes and entrance/exit ramps.
 - C. Major repairs/maintenance of walls, barriers, and fences constructed upon or creating the control of access line.
 - D. Southern Pacific Railroad Bridge over Broadway Boulevard.

CITY RESPONSIBILITY

City owns and maintains all facilities located outside of the control of access. These facilities are generally the following, as shown on project plans.

1. The following streets (including associated pavement, bridges, curbs, gutters, and signage and other appurtenances) in their entirety:
 - A. Broadway Boulevard
 - B. Euclid Avenue
 - C. Tyndall Avenue
 - D. Park Avenue
 - E. First Avenue
 - F. Stevens Avenue
 - G. Railroad Avenue
 - H. Toole Avenue
 - I. McKey Street
 - J. 10th Street

Post-It * brand fax transmittal memo 7671		# of pages *
To <i>for</i>	From <i>[Signature]</i>	
Co	Co	
Dept	Phone # <i>616-454-1</i>	
Fax # <i>1-424</i>	Fax # <i>From my direct</i>	

Exhibit B

Page 2

- K. Congress Street
 - L. 12th Street
 - M. 4th Avenue
2. Routine maintenance of walls, barriers, and/or fences that are constructed upon or that are creating the control of access line, that are accessible from outside of the control of access. Routine maintenance of decorative artwork to be installed by the City on the east side of the westbound ramp inside the control of access.
 3. The Toole Avenue bridge.

TIMING

The City will accept maintenance responsibility after the State determines the project is complete and functional.

EXHIBIT C

PROJECT DESCRIPTION

Euclid/Park Section: TRACS No.: 210 PM 001 H2423 01C, Project No.: M-824-9-512.

STATE RESPONSIBILITY

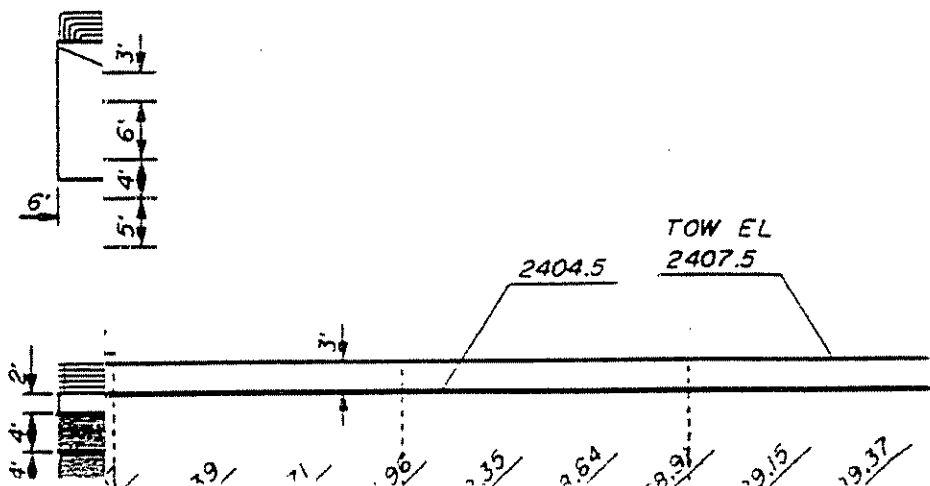
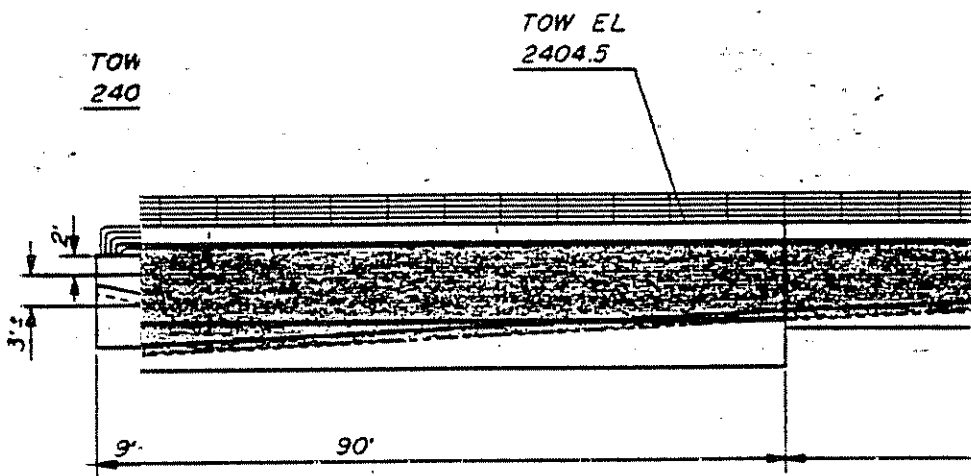
1. The State owns and maintains all facilities located on or within the Project's control of access, on Mainline Aviation Parkway as shown on project plans. These facilities are generally:
 - A. Pavement, curbs, gutters, signage, and retaining walls that are a part of the main Aviation Parkway travel lanes.
 - B. Street lighting facilities, including responsibility for consumption of electrical energy.
 - C. Drainage facilities.
 - D. Maintenance of the Aviation Parkway bridge over Euclid/Park Avenue superstructure (except underdeck lighting).
 - E. Major repairs/maintenance of walls, barriers, and fences constructed upon or creating the control of access line.
2. The State will enter into an agreement with the Southern Pacific Transportation Company (SPTC) in which the SPTC will maintain portions of the railroad bridge over Euclid/Park Avenue that are above (and include) the waterproof membrane.
3. The Euclid/Park Avenue temporary detour.

CITY RESPONSIBILITY

1. City owns and maintains all facilities (including the associated pavement, curbs, storm drain facilities, gutters, and signage) located outside of the Projects control of access as shown on project plans. These facilities are generally:

Exhibit B
 9/1/12
 JPA

3/95
 JK



- A. The following streets in their entirety:
 - 1. Euclid Avenue
 - 2. Park Avenue (including the 16th Street/17th Street connection)
 - 3. 14th Street
 - 4. 16th Street
 - 5. Mill Street
 - 6. 17th Street
 - 7. 18th Street
 - 8. Fremont Avenue/15th Street connection
 - B. The entire Mill Street Bridge over Park Avenue.
 - C. The Aviation Parkway Bridge over Euclid/Park Avenue below the superstructure including retaining walls and lighting.
 - D. (SPRR) Mainline Bridge over Euclid/Park Avenue, below the waterproof membrane.
 - E. (SPRR) Nogales Track Bridge over Park Avenue, below the waterproof membrane.
2. Routine maintenance of walls, barriers, and/or fences that are constructed upon or that are creating the control of access line, that are accessible from outside of the control of access.

TIMING

The City will accept maintenance responsibility after the State determines that the project is complete and functional.

EXHIBIT D

PROJECT DESCRIPTION

Kino: TRACS No.: 210 PM 001 H2418 01C, Project No.: M-824-9-511.

STATE RESPONSIBILITY

1. The State owns and maintains all facilities on Mainline Aviation Parkway located on or within the Project's control of access, as shown on project plans. These facilities are generally:
 - A. Pavement, curbs, gutters, and signage that are a portion of the main line Aviation Parkway travel lanes and entrance/exit ramps.
 - B. Drainage facilities.
 - C. Kino Boulevard ramps, including the superstructure and substructure.
 - D. Major repairs/maintenance of walls, barriers, and fences constructed upon or creating the control of access line.

CITY RESPONSIBILITY

1. City owns and maintains all facilities (including the associated pavement, curbs, storm drain facilities, gutters, and signage) located outside of the Project's control of access as shown on project plans. These facilities are generally:
 - A. The following streets in their entirety:
 1. Kino Parkway/SR 210 ramp intersections
 2. The Highland Avenue/17th Street connection
 3. The Star Avenue/16th Street connection
 4. The Vine Avenue/18th Street connection
 5. The Warren Avenue/19th Street cul de sac
 6. The Fremont Avenue/15th Street connection
2. Routine maintenance of walls, barriers, and/or fences that are constructed upon or that are creating the control of access line, that are accessible from outside of the control of access.
3. Existing Kino Parkway Bridge over the Aviation Parkway in its entirety.

TIMING

The City will accept maintenance responsibility after the State determines that the Project is complete and functional.

EXHIBIT E

PROJECT DESCRIPTION

East Section: TRACS No.: 210 PM 003 H 2418 02C), Project No.: M-824-9-522

STATE RESPONSIBILITY

1. The State owns and maintains all facilities located within the Project's control of access, on Mainline Aviation Parkway as shown on project plans. These facilities are generally:
 - A. Pavement, curbs, gutters, and signage that are a part of the mainline Aviation Parkway travel lanes and entrance/exit ramps.
 - B. Drainage facilities.
 - C. 22nd Street ramps.
 - D. Major repairs/maintenance of walls, barriers, and fences constructed upon or creating the control of access line.

CITY RESPONSIBILITY

1. City owns and maintains all facilities (including the associated pavement, curbs, gutters, and signage) located outside of the Project's control of access as shown on project plans. These facilities are generally:
 - A. The following streets in their entirety:
 1. The Campbell Avenue/Beverly Street connection
 2. The Bristol/Treat Avenue connection
 3. 31st Street
 4. Country Club Road
 5. Silverlake Road
 6. Frontage Road from Camilla Stravenue to Layton Place
 7. 34th Street
 8. Golf Links Road
 9. 22nd Street and connecting ramps

Exhibit E
Page 2

2. Bus stop furniture inside the control of access near Country Club Road and near 34th Street on both sides of Aviation Parkway.
3. Sound walls (approximately eight feet high), from Layton Place to 15th Street.
4. City shall apply for and acquire an "Arizona Encroachments in Highway Rights-of-Way permit for their bus stop facilities associated with the Project.
5. Drainage facilities.

TIMING

The City will accept maintenance responsibility after the State determines that the Project is complete and functional.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-2826-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 15th day of December, 1993.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsc
8290G